



at&t

## WHOLESALE AGREEMENT

### ***Customer Name: Cricket Communications, Inc.***

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**CLEC Agreement with:**  
**Cricket Communications, Inc.**

## ADOPTION AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Cricket Licensee (Reauction), LLC and Cricket Communications, Inc., its sole member and manager ("Cricket"), a Delaware corporation, and BellSouth Telecommunications, Inc., d/b/a AT&T South Carolina ("AT&T South Carolina"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, pursuant to Section 252(i) of the Act, Cricket has requested that AT&T South Carolina make available the interconnection agreement by and between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. (collectively referred to as "Sprint CLEC") and Sprint Spectrum L.P. and SprintCom, Inc., the two foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") Interconnection Agreement ("the South Carolina Agreement"), dated January 1, 2001 for the State of South Carolina.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Cricket and AT&T South Carolina hereby agree as follows:

1. Cricket and AT&T South Carolina shall adopt in its entirety the South Carolina Agreement, as defined above, dated January 1, 2001, and any and all amendments to said agreement, executed and approved by the appropriate state regulatory commission, as of the date of the execution of this Agreement. The South Carolina Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of the South Carolina Agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Table of Contents – Cricket	1
Title Page – Cricket	1
Adoption Papers – Cricket	4
Sprint Agreement	809
Amendment dated 05/07/03	2
Amendment dated 08/26/03	4
Amendment dated 12/03/03	18
Amendment dated 06/03/04	2
Amendment dated 08/23/04	2
Amendment dated 01/19/05	3
Amendment dated 02/02/05	20

Amendment dated 02/02/05	12
Amendment dated 04/27/06	293
Amendment dated 10/16/06	4
Amendment dated 10/30/07	3
Amendment dated 12/04/07	3
TOTAL	1181

2. The term of the adopted Agreement by and between Cricket and AT&T South Carolina ("the Cricket Agreement") shall be from the Effective Date, as set forth above, and shall expire on March 19, 2010, consistent with the amendment to the South Carolina Agreement that was effective as of December 4, 2007.

4. Cricket and AT&T South Carolina shall accept and incorporate into the Cricket Agreement any amendments to the South Carolina Agreement that are executed by AT&T South Carolina and Sprint CLEC and Sprint PCS prior to the Effective Date of this Agreement as a result of any final judicial, regulatory, or legislative action.

5. AT&T South Carolina is executing this Adoption Agreement in reliance on the decisions of the Public Service Commission of South Carolina in Docket Nos. 2007-255-C and 2007-256-C (the "Commission Orders") including without limitation Order No. 2008-649, the Directive entered in those Dockets on November 12, 2008, and the not-yet-released Order memorializing the decisions set forth in that Directive. In entering into this Adoption Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this Adoption Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to the Commission Orders and any other orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this Adoption Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of future government regulation or other action. In the event the Commission orders are modified, vacated or otherwise found unlawful, any such rulings shall govern the Parties' rights and obligations pursuant to this Adoption Agreement, and either Party shall have the right to invoke remedies available pursuant to the intervening law or regulatory change provisions of this Adoption Agreement.

6. For purposes of this Adoption Agreement, every notice, consent or approval of a legal nature, required or permitted by this Adoption Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or e-mail if an e-mail address is listed below, addressed to:

**AT&T**

Contract Management  
ATTN: Notices Manager  
311 S. Akard, 9th Floor  
Four AT&T Plaza  
Dallas, TX 75202-5398  
Fax Number: 214-464-2006

and

Cricket Communications, Inc.  
Mr. Dan Graf  
Director of Interconnection  
10307 Pacific Center Court  
San Diego, CA 92121  
Phone: 858-882-9193  
Email: [dgraf@cricketcommunications.com](mailto:dgraf@cricketcommunications.com)

Second Notice Contact:  
General Counsel  
10307 Pacific Center Court  
San Diego, CA 92121  
Phone: 858-882-6000

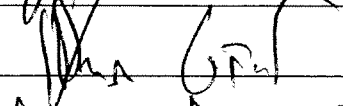
Notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails. Notice by e-mail shall be effective on the date sent.

For purposes of the Cricket Agreement, every notice, consent or approval of a legal nature, required or permitted by that agreement shall be consistent with the Notice provision of that agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their authorized representatives.

Cricket Licensee (Reauction), LLC by  
Cricket Communications, Inc., its sole  
member and manager

By: 

Name: 

Title: 

Date: 

BellSouth Telecommunications, Inc.,  
d/b/a AT&T South Carolina by AT&T  
Operations, Inc., its authorized agent

By: 

Name: Eddie A. Reed, Jr.

Title: Director – Interconnection  
Agreements

Date: 